

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Firm-Fixed-Price		<b>Page</b> 1 <b>Of</b> 2	
<b>2. Amendment/Modification No.</b>  P00005		<b>3. Effective Date</b>  2003OCT30		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTR-R SHERYL DEVOL (309)782-6602 ROCK ISLAND IL 61299-7630  EMAIL: DEVOLS@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>7. Administered By (If other than Item 6)</b> DCMA ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789  <b>SCD</b> C <b>PAS</b> NONE <b>ADP</b> PT HQ0338			
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  FORMIX-RIDDLE LLC 131 CRICKET ROAD P.O. BOX 1025 SWANSEA, SC. 29160-8621  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		<b>9A. Amendment Of Solicitation No.</b>	
				<input type="checkbox"/>		<b>9B. Dated (See Item 11)</b>	
				<input checked="" type="checkbox"/>		<b>10A. Modification Of Contract/Order No.</b>  DAAE20-00-D-0088	
				<input type="checkbox"/>		<b>10B. Dated (See Item 13)</b>  2000AUG03	
<b>Code</b> IQS42		<b>Facility Code</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <div style="margin-left: 40px;"><input type="checkbox"/> is extended,    <input type="checkbox"/> is not extended.</div> Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. Accounting And Appropriation Data (If required)</b> NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: C							
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> <b>A. This Change Order is Issued Pursuant To:</b> The Contract/Order No. In Item 10A.</div><div>The Changes Set Forth In Item 14 Are Made In</div></div>							
<input type="checkbox"/> <b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>							
<input checked="" type="checkbox"/> <b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b>							
<input type="checkbox"/> <b>D. Other (Specify type of modification and authority)</b>							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
<b>14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2003DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
<b>15A. Name And Title Of Signer (Type or print)</b>				<b>16A. Name And Title Of Contracting Officer (Type or print)</b> DEBRA JUHL JUHL@RIA.ARMY.MIL (309)782-3370			
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)		<b>15C. Date Signed</b>		<b>16B. United States Of America</b>  By _____ (Signature of Contracting Officer)		<b>16C. Date Signed</b>  2003OCT30	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-00-D-0088 <b>MOD/AMD</b> P00005	<b>Page</b> 2 <b>of</b> 2
<b>Name of Offeror or Contractor:</b> FORMIX-RIDDLE LLC		

SECTION A - SUPPLEMENTAL INFORMATION

- a) The purpose of this modification is to terminate the contract by mutual consent of the parties. This is a no cost termination or settlement agreement for the termination of the quantity remaining on the IDIQ contract.
- b) The parties agree as follows:
- (1) Delivery Order (D.O.) 0001 and D.O. 0002 have been completed. D.O.s 0003, 0004, and 0005 were issued under the subject IDIQ contract. The contactor made some deliveries under these delivery orders and the Government accepted these deliveries. The remaining, undelivered quantities totaling 24,750 under D.O.s 0003, 0004, and 0005 are hereby terminated by mutual consent at no additional cost to either party.
- (2) The terminated portion of the contract for each delivery order will be addressed on each individual termination modification for the delivery orders.
- (3) The Contractor unconditionally waives any charges against the Government arising under the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings under the terminated portion of the contract. The Government acknowledges that the Contractor has no obligation to perform further work or services or to make further deliveries under the terminated portion of the contract. Nothing in this paragraph affects any other covenants, terms, or conditions of the contract. Under the terminated portion of the contract, the following rights and liabilities of the parties are reserved: none.
- c) The parties further agree that the subject termination does not affect the contractors entitlement to payment,upon presentation of a proper invoice by the Contractor to the proper paying office, for the following:
- 1) 210 targets delivered to Ft. McCoy at a unit price of \$9.27 under DAAE20-00-D-0088/0003 for a total of \$1,946.70;
  - 2) 245 targest delivered to Ft. Benning at a unit price of \$8.71 under DAAE20-00-D-0088/0003 for a total of \$2,133.95; and
  - 3) an equitable adjustment for expedited delivery to Ft. McCoy, WI in the amount of \$977.98 under CLIN 0004AB of DAAE20-00-D-0088/0003.

Except for the above, the contractor hereby agrees that there are no other claims, requests for equitable adjustments, or rights to any type of entitlement or price adjustment under the performed portion of the contract; and that it hereby provides a general release and agrees that it is forever barred from asserting any claim, demand, or cause of action under the subject contract and delivery orders.